

Cont # 1813.

F

## AGREEMENT

## BETWEEN

THE DEPTFORD TOWNSHIP BOARD OF EDUCATION

## AND

## THE DEPTFORD ASSOCIATION OF SCHOOL PSYCHOLOGISTS

JULY 1, 1990 to JUNE 30, 1993

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement, and they agree that this Agreement shall remain in force until such time as a new Agreement is reached in accordance with Chapter 123 Public Laws of 1974. Such negotiations shall begin not later than the third Thursday of October of the calendar year preceding the calendar year in which this Agreement expires.

B. The Board agrees to furnish the Association upon reasonable request, such information as will assist the Association in developing intelligent, feasible and constructive proposals in behalf of the employees, students, and the school system. This information may include a complete and accurate financial report and tentative budget for the next year.

C. The Association agrees to furnish the Board and Superintendent upon reasonable request, research information and data, gathered by the Association, that will assist the Board and the Superintendent in the development of sound educational programs.

D. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

E. This Agreement shall not be modified in whole or in part by the parties. Board policy shall prevail on all matters not covered by the Agreement.

Level Four: In the event that the grievance shall not have been disposed of at Level III, the aggrieved may within thirty (30) work days after the Board's decision refer the unsettled grievance to an Advisory Board.

C. Advisory Board

The advisory board shall be appointed within thirty (30) days following the request of either party to the other. It shall consist of one member named by the Board and one member named by the Association. A third member, who shall be chairman, shall be named by the first-named advisors.

The advisory board shall have authority to confer separately or jointly with the Board, the Superintendent, and the Association, or to use any other source of information.

The advisory board shall make recommendations for resolution within thirty (30) days. The recommendation shall be submitted to both parties, the Board and the Association.

The advisory board recommendation after twenty (20) days may be made public by either party, the Board or the Association.

D. Costs

The cost and expense incurred in securing and utilizing the services of an advisory board is shared; the Board will bear the expense of its appointee, the Association will bear the expense of its appointee, and both parties will share equally the cost of the third member.

E. Representation

1. The aggrieved may be represented at all stages of the grievance procedure by himself or at his option by a representative.

ARTICLE IV

RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Law.

B. No employee shall be disciplined without just cause.

C. Nothing contained herein shall be construed to deny the Board or Superintendent their rights at any time to call a meeting of the supporting staff to present its position in any matter that in its judgment may affect the educational program.

D. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the rights, subject to the limitations imposed by the language of the agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause to suspend, to demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

E. The Administration has the right to recommend through proper channels to the Board of Education such statements of policy related to their operations as they shall deem necessary or desirable.

F. The members of the Association shall not be compelled to sit on any negotiation teams opposing the supporting or professional staffs.

## ARTICLE VI

### EMPLOYMENT

A. The best qualified shall be given full consideration. Certification requirements shall be made known to all applicants for professional positions. The Board shall act upon the recommendation of the Superintendent.

1. Agreement as to initial salary - Whenever a person shall hereafter accept office, position or employment as a member of the Deptford Township Public School District, his initial place on the salary schedule shall be at such point as may be agreed upon by the employee and the Deptford Township Board of Education.

2. Academic year - Shall mean the period between the opening day of school in Deptford Township after the general summer vacation, or ten days thereafter, and the next succeeding summer vacation.

3. Year of employment - Shall mean employment as a fully certified employee for one academic year in any publicly owned or operated college, school or other institution of learning for one academic year in this or any other state or territory of the United States.

4. Credit for Military Service - Every member who, after July 1, 1949, has served or hereafter shall serve, in the active military or naval service, in the woman's army corps, the woman's reserve of the naval reserve, or any similar organization authorized by the United States to serve with the army or navy, in times of war or an emergency, or for or during any period of training, or pursuant to or in connection with the operation of any system of selective service, shall be entitled to receive equivalent years of employment credit for such service as if he had been employed for the same period of time in some publicly owned or operated college, school or institution of learning in this or any other state or territory of the United States, except that the period of such service shall not be credited toward more than four (4) employment or adjustment increments.

ARTICLE VIII

ASSIGNMENTS, TRANSFERS AND REASSIGNMENTS

A. Transfer of professional personnel shall take place at the request of employee or by the chief administrator when it is in the best interest of the children and the school system.

B. Transfer shall be restricted normally to the opening date of school or it may be made at other times when deemed necessary by the Superintendent.

Seniority may be a factor in evaluating the transfer of an employee.

Requests for transfer may be renewed annually.

Tentative assignments shall be announced with the issuance of salary statements and/or contracts.

Failure of an employee to notify the Board of his/her retirement by October 1st aforesaid will delay payment to him/her until the month of July following the July in which he/she otherwise would have received payment.

3. A maximum of thirty (30) days vacation earned may be taken in any one year from July 1 to June 30.

4. A total of thirty (30) days vacation may be accumulated to be applied to any one year's vacation allowance except that the Superintendent may deny any request which asks for more than ten (10) consecutive work days during the months of July and August and five (5) consecutive work days during the months of September through June. Any action taken in response to a request for vacation days which makes it impossible for an administrator to take up to thirty (30) days of his accumulated days prior to June 30 of the school year in which the days are requested will result in the administrator receiving financial compensation for the days denied. The compensation will be based on the administrator's salary prorated to a daily basis.

5. Accumulated vacation days shall be approved by the Superintendent of Schools.

6. Requests for vacation:

Requests for vacation must be made in duplicate on the appropriate request form. One signed copy will be returned to the employee as soon as a decision can be made.

7. All vacations are subject to the final approval of the Superintendent of Schools.

<u>Leaving Before</u>	<u>Percentage of Salary to be Reimbursed to the Board of Education</u>
2 years service	100% of annual salary
3 years service	50% of annual salary

## ARTICLE XIII

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board agrees to pay a maximum of \$500 for 1990-91, \$550 for 1991-92, and \$600 for 1992-93 toward tuition and other expenses incurred in connection with course work taken at a recognized college or university with prior approval by the Superintendent of Schools.

B. Verification of credits earned shall be submitted with the voucher for payment.

G. Whenever any notice is required to be given by either party of the Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing with signed receipt of delivery, at the following address:

1. If by the Association to the Board -

Blackwood Terrace School  
Deptford, NJ 08096

2. If by the Board to the Association -

The school building where the President of the Association is assigned.

PSYCHOLOGISTS SALARIES

	<u>1990-91</u> <u>(8.95%)</u>	<u>1991-92</u> <u>(8.7%)</u>	<u>1992-93</u> <u>(8.5%)</u>
Schiller	\$38,124	\$41,441	\$44,963
Kent	32,140	34,936	37,910
Soucar	34,000	36,958	40,099